

Assessor's Parcel Number:  N/A

Date:  JUNE 16, 2015

Recording Requested By:

Name:  CYNTHIA GREGORY, DA'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



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KAREN ELLISON, RECORDER

CONTRACT #2015.128

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN  
DOUGLAS COUNTY REDEVELOPMENT AGENCY  
P.O. BOX 218  
MINDEN, NV 89423  
(775) 782-9821  
"AGENCY"

AND

MARK F. BRUCE, ESQ.  
BRUCE LAW GROUP  
5975 HOME GARDENS DRIVE  
RENO, NV 89502  
(775)624-1005  
"CONTRACTOR"

FILED  
NO. 2015.1288  
2015 JUN 16 AM 8:47  
DOUGLAS COUNTY  
CLERK  
BY [Signature]

WHEREAS, Douglas County Redevelopment Agency, (hereafter "Agency") a political subdivision of Douglas County and the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Mark F. Bruce, Esq., Bruce Law Group (hereafter "Contractor") herein specified are both necessary and desirable and in the best interests of the Agency; and

WHEREAS, Contractor represents that they are duly qualified, licensed, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This contract shall not become effective until and unless approved by the Douglas County Board of Commissioners sitting as the Douglas County Redevelopment Agency. Time is of essence for performance of the professional services described herein. The term of the contract shall run from July 1, 2015 through June 30, 2016. This Contract may be extended, provided that both parties agree in writing, which must be attached as an Amendment to this Contract. If extended, all provisions of this Contract remain in effect.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS § 333.700 (formerly 284.713), as necessarily adapted, to the parties, including that Contractor is not a Agency employee and that  
There shall be no:

- (1) Withholding of income taxes by the Agency;
- (2) Industrial insurance coverage provided by the Agency;
- (3) Participation in group insurance plans which may be available to employees of the Agency;
- (4) Participation or contributions by either the independent contractor or the Agency to the Public Employees' Retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the Agency if the requirements of NRS §612.085 for independent contractors are met.

### 3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Agency to make any payment under this contract, to provide the Agency with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS §616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Mark F. Bruce, Bruce Law Group has entered into a contract with Douglas County Redevelopment Agency to perform work from July 1, 2015 to June 30, 2016, and requests that the authorized insurer provide to Douglas Agency 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Redevelopment Agency  
Attn: Douglas County Manager  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that Agency may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that Agency may order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that Mark F. Bruce, Esq., who is an attorney with the Bruce Law Group, will provide lead legal representation, consulting and negotiating services associated with the Agency's Redevelopment Plan and the exercise of the Agency's powers pursuant to Nevada Revised Statutes, including but not limited to, Chapter 279. Upon the request of the Agency, Contractor shall consult with the Agency with respect to Agency related formal litigation, but will not serve as the lead attorney for formal litigation under this contract. As part of the representation of the Agency, an attorney-client relationship, which shall have the benefit of all privileges and confidentialities, shall also exist with Douglas County, as a political subdivision which is authorized to aide and cooperate in the planning, undertaking, construction and operation of redevelopment projects located within Douglas County. Contractor is not expected to provide securities or financial consulting or services or serve as bond counsel.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in paragraph 4 in exchange for compensation billed by the one-tenth of the hour at a rate of \$325 per hour plus reasonable and necessary costs. There will be no charge for travel time, mileage or travel expenses, where such travel is to and/or from any location in Douglas County, Nevada. Unless Contractor has received a written exemption from the Agency, Contractor shall submit monthly requests for payment for service performed under this contract. Requests for payment shall be submitted no later than 15 days after the end of a month and must include a detailed summary, including the documentation of hours worked. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire agreement, and a comparison of cumulative total expenditures to the approved budget. The requests for payments shall be verified by the County Manager or his designee. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days.

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party provided that a revocation shall not be effective until 45 business days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the Agency, unless the contract is terminated pursuant to paragraph 16.

**7. NONAPPROPRIATION.** All payments under this contract are contingent upon the availability to the Agency of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the Agency for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the Agency's obligations under it shall be extinguished if the Agency fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the Agency under this contract that are not paid to Contractor shall automatically revert to the Agency's discretionary control upon the completion, termination, or cancellation of the agreement. The Agency shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**8. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, Nevada rules of professional conduct, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**10. ASSIGNMENT.** Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract.

**11. AGENCY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the Agency, including, but not limited to, the Agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**12. DISPOSITION OF CONTRACT MATERIALS.** Any files, books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the Agency and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the Agency upon completion, termination or cancellation of this contract. Any files, books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the Agency, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the Agency. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the Agency.

**13. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the Agency by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the Agency or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. INDEMNIFICATION.** Contractor shall save, hold harmless, and indemnify Agency, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury or death of any person or damage to property arising out of or connected with work performed under this Agreement resulting from

any negligent acts, errors or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.


**15. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Douglas County Redevelopment Agency.

**16. CONFLICT OF INTEREST.** By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County Redevelopment Agency shall not be divulged to other competing interests without permission of the Agency Manager. In the event of a breach of this provision, the Douglas County Redevelopment Agency may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify the Douglas County Redevelopment Agency of any other contracts or projects they are working on that may impact Douglas County.

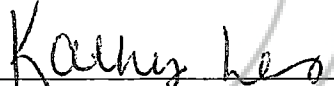
**17. AUTHORITY.** The parties represent and warrant their authority to enter into this agreement.

**18. STANDARD OF CARE.** Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions. Contractor must comply with the Rules of Professional Conduct and the highest ethical standards.

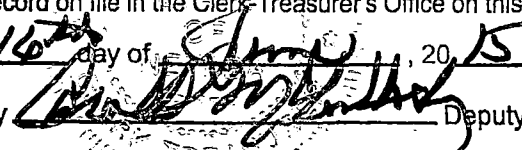
*IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.*

  
\_\_\_\_\_  
Contractor (Date) 5-7-15  
Mark F. Bruce  
Bruce Law Group

  
\_\_\_\_\_  
Doug N. Johnson, Chairman (Date) 6/4/15  
Douglas County Redevelopment Agency  
Douglas County Commission

Attest:  
By:   
\_\_\_\_\_  
Kathy Lewis, Douglas Agency Clerk-Treasurer

Douglas County State of Nevada

CERTIFIED COPY  
I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 16<sup>th</sup> day of June, 2015  
By  Deputy